

## COLLEGE RADIO CORPORATION

14 WEST 45TH STREET • NEW YORK 36, N. Y. Telephone OXFORD 7-0890

May 12th, 1954

Mr. William A. Bodden  
Treasurer and Controller  
Smith College  
Northampton, Massachusetts

Dear Mr. Bodden:

I am in receipt of your letter of May 11th inquiring about paragraph eight of our organization's standard campus station national advertising sales representation contract.

College Radio Corporation and Eastern States Radio Corporation operate with some degree of affiliation in the college radio field; the former is a station sales representative, selling facilities on a commission basis. The latter is a package program producer, involved in the college radio field through a program series known as the "Lucky Strike Newscast Series." Because some 75 college radio stations have for two years participated in the Lucky Strike series by contract with Eastern States Radio (including WCSR), it was necessary to make allowance for continuance of these programs in drawing up the terms of College Radio Corporation's regular representation agreement.

Paragraph eight is designed, therefore, to cover the specific case of the already established Lucky Strike program series.

The idea of the representation agreement is, in part, to set forth the schedule of rates, discounts and commissions at which we are authorized to sell the station's programs. The station's establishment of those rates, discounts and commissions is fully binding upon us for all advertising we solicit, and I assure you is used religiously in all representations to advertisers.

Yes, it is legally and technically possible for some future additional contract to be proposed by Eastern States Radio Corporation to WCSR, which might not adhere to the rate schedule set up in the representation agreement; but the acceptance or rejecting of such a contract would naturally lie exclusively with the station, whose rights to preserve rate structure thereby remain fully protected.

While of course a contract is a contract and every party must be guided only by the terms contained therein, may I in conclusion assure you that the separate contractual exception for Eastern States



COLLEGE RADIO  
CORPORATION

14 WEST 42ND STREET, NEW YORK 36, N.Y. (NEW YORK 36-4242)

May 11, 1954

Mr. William A. Bodden  
Treasurer and Controller  
Baird College  
Northampton, Massachusetts

Dear Mr. Bodden:

I am in receipt of your letter of May 11th regarding about  
paragraph eight of our organization's standard station national  
advertising sales representation contract.

College Radio Corporation and Eastern States Radio Corporation  
operate with some degree of affiliation in the college radio field.  
The former is a station and representative, selling facilities on a  
commission basis. The latter is a radio program producer, involved in  
the college radio field through a program series known as the "Lucky  
Strike Newark Series". Because we do college radio stations have  
for two years participated in the Lucky Strike series in contact with  
Eastern States Radio (1952-1953). It was necessary to this alliance  
for continuance of these programs in dealing up the terms of College  
Radio Corporation's regular representation agreement.

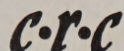
Paragraph eight is designed, therefore, to cover the  
specific case of the already established Lucky Strike program series.

The issue of the representation agreement is, in part, to set  
forth the schedule of rates, discounts and conditions of which we are  
authorized to sell the station's program. The station's establishment  
of those rates, discounts and conditions is fully binding upon us for  
all advertising we solicit, and I assure you it is used religiously in  
all representations to advertisers.

Yes, it is legally and technically possible for some future  
additional contract to be proposed by Eastern States Radio Corporation  
to ECR, which might relate to the rate schedule set up in the  
representation agreement; but the acceptance of rejection of such a  
contract would naturally be exclusively with the station, whose terms  
to preserve rate structure thereby remain fully protected.

While of course a contract is a contract and every party  
must be guided only by the terms contained therein, may I in conclusion  
assure you that the separate cost schedule exception for Eastern States





COLLEGE RADIO CORPORATION

Mr. William A. Bodden - May 12th, 1954 (2)

Radio Corporation will be utilized in the future, as far as new contracts offered to stations are concerned, exclusively with renewals of the Lucky Strike programs. All other advertising will be offered through the College Radio Corporation representation agreement.

For your further information, I enclose at this time a copy of the agreement which will be offered to WCSR for Lucky Strike programs during the 1954-5 broadcast year, if Luckies decides to renew on WCSR (the sponsor's decision on that will not be announced for about four weeks). WCSR's remuneration is three hundred dollars a year for these programs; while this is admittedly less than the rates set forth in the representation agreement, it is also to be considered that half the programs originate from WAMF, Amherst, and are furnished to WCSR by line; and further, that a much higher frequency of broadcast is involved than has ever needed to be provided for in the regular schedule of discounts.

If I may be of further assistance to you on any point, please feel free so to advise me.

Sincerely yours,

Robert R. Vance, Jr.  
COLLEGE RADIO CORPORATION

RV:j  
Enc.



CONFIDENTIAL - SECURITY INFORMATION

W. William A. Jordan - May 12th, 1954 (2)

Radio Corporation will be notified in the future, as far as new contracts offered to stations are concerned, exclusively with renewal of the Lucky Strike program. All other advertising will be offered through the College Radio Corporation representation agreement.

For your further information, I enclose at this time a copy of the agreement which will be offered to WCRB for Lucky Strike program during the 1954-55 broadcast year. It includes details to terms on WCRB (the sponsor's decision as to that will not be announced for about four weeks). WCRB's remuneration is three hundred dollars a year for these programs; while this is admittedly less than the rates set forth in the representation agreement, it is also to be considered that half the programs originate from WAAZ, Amherst, and are furnished to WCRB by line; and further, that a much higher frequency of broadcast is involved than has ever needed to be provided for in the regular schedule of discounts.

If I may be of further assistance to you on any point, please feel free to advise me.

Sincerely yours,

Robert E. Vance, Jr.  
COLLEGE RADIO CORP. (INC.)

WAV  
Enc.